

# ITEL RAIL

55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234

3-203A064

RECORDATION NO. 13888-C Filed 1425

JUL 22 1983 3 05 PM

INTERSTATE COMMERCE COMMISSION

July 11, 1983

No. JUL 22 1983

Date .....

Fee \$ 10.00

ICC Washington, D.C.

RECEIVED  
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I.C.C.  
FEE OPERATION BR.

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Lease Agreement dated October 14, 1982 (the "Lease") between Itel Corporation, Rail Division ("Itel") as lessor and the Hartford and Slocomb Railroad Company (the "Lessee"), which was filed on December 29, 1982 at 2:50 p.m. and given recordation No. 13888, four counterparts of the following document:

Amendment No. 2 dated April 5, 1983 (the "Amendment") to the Lease between Itel and Lessee.

The names and addresses of the parties to the aforementioned Amendment are:

1. Hartford and Slocomb Railroad Company  
P.O. Box 2243  
Dothan, Alabama 36301
2. Itel Corporation, Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

The equipment covered by this Amendment is six (6) 60 foot, 100-ton general purpose boxcars, A.A.R. mechanical designation XP, bearing reporting marks HS 60300 through HS 60305, inclusive.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Ms. Agatha Mergenovich, Secretary  
July , 1983  
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to me by mail.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patricia Salas Pineda', with a stylized flourish at the end.

Patricia Salas Pineda  
Counsel

PSP:dmm  
Enclosures

cc: Sandra Costa  
Itel Corporation

**Interstate Commerce Commission**  
Washington, D.C. 20423

**7/22/83**

OFFICE OF THE SECRETARY

**Patricia Salas Pineda  
Itel Corp. Rail Div.  
55 Francisco  
San Francisco, Calif. 94133**

Dear **Ms. Salas Pineda:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/22/83** at **3:05pm**, and assigned re-recording number(s). **13888-C**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

L-0466  
4/4/83

RECORDATION NO.

138880  
Filed 1125

JUL 22 1983 - 3 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of October 14, 1982 between ITTEL CORPORATION, RAIL DIVISION as lessor ("Lessor"), and HARTFORD AND SLOCOMB RAILROAD COMPANY as lessee ("Lessee") is made this 5th day of April, 1983 by and between Lessor and Lessee.

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to the Agreement pursuant to which one hundred thirty (130) boxcars bearing the reporting marks HS 60001-60130 ("Cars") have been leased by Lessor to Lessee.

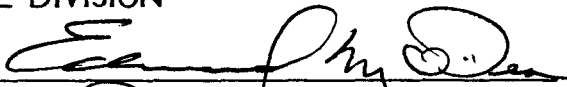
WHEREAS, Lessor and Lessee desire to amend the Agreement to reflect the addition of six (6) Cars.

NOW, THEREFORE, in consideration of the mutual premises and agreements made herein, the parties hereto agree to amend the Agreement as follows:

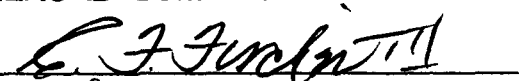
1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Equipment Schedule No. 2, which references six (6) additional Cars (hereinafter "6 Cars") shall be added in its entirety and shall be attached to and incorporated into the Agreement.
3.
  - A. The mechanical designation of the 6 Cars shall be changed and remarked from "XM" to "XP" at Lessor's expense.
  - B. If, at any later date, Lessor should desire to change the mechanical designation of any of the 6 Cars, Lessor shall be entitled to do so at its expense.
  - C. If, at any later date, Lessee should desire to change the mechanical designation of any of the 6 Cars (subject to the rules of the Association of American Railroads), Lessee shall be entitled to do so at Lessee's expense upon obtaining Lessor's prior written consent.
  - D. Upon any remarking and redesignation under Paragraphs 3.B. and 3.C. of this Amendment, Lessor shall attach to this Amendment a Certificate of Change, to be made a part hereof, describing both the previous and current mechanical designation of each of the 6 Cars.
  - E. Lessor and Lessee agree that in accordance with the Assignment Agreement (as hereinafter defined) the 6 Cars shall be placed for a period of time into an assignment pool on the railroad lines of Port Huron and Detroit Railroad ("PHD") in order to improve the utilization of and revenue from the 6 Cars.

- F. For the purposes of Section 13 of the Agreement, Lessor hereby grants Lessee full power and authority to enter into, in the name of Lessee, an assignment agreement (to be hereinafter referred to as "Assignment Agreement") with PHD covering the 6 Cars. Under said Assignment Agreement, Lessee shall be empowered to place the 6 Cars in the possession of said PHD with the right in said PHD to utilize the 6 Cars in interline revenue service under Lessee's reporting marks. Such Assignment Agreement shall contain such terms and conditions as Lessor shall agree to, provided, however, Lessee shall take appropriate action to terminate the Assignment Agreement on the date of the next termination opportunity upon receiving instructions from Lessor to do so.
4. Nothing set forth in this Amendment with respect to the Agreement represents a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.
5. The parties agree that all rights and obligations of Lessor may be assigned to Itel Rail Corporation upon confirmation of a Plan of Reorganization for Itel Corporation by the United States Bankruptcy Court Northern District of California or by another court of competent jurisdiction, and that upon such assignment and upon the assumption of Itel Rail Corporation of all of Itel Corporation's obligations hereunder, Itel Corporation is hereby released from all liabilities hereunder without further action by the parties and Itel Rail Corporation shall assume all such obligations without further action by the parties.
6. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
7. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,  
RAIL DIVISION

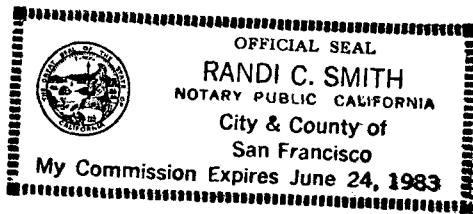
By:   
Title: President  
Date: 4-30-83

HARTFORD AND SLOCOMB  
RAILROAD COMPANY

By:   
Title: President  
Date: 4-8-83

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN FRANCISCO ) ss:

On this 3<sup>d</sup> day of May, 1983, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

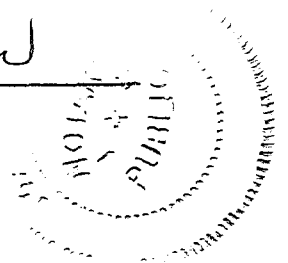


Randi C. Smith  
Notary Public

STATE OF Alabama )  
 )  
COUNTY OF Houston ) ss:

On this 8 day of April, 1983, before me personally appeared Lo. F. Fischer III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joan Thompson  
Notary Public



L-0466

EQUIPMENT SCHEDULE NO. 2

Itel Corporation, Rail Division hereby leases the following Cars to Hartford & Slocomb Railroad Company subject to the terms and conditions of that certain Lease Agreement dated as of October 14, 1982.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XP	60', 100-Ton General Boxcars With 15" End-of- Car Cushioning	HS <del>60301</del> <del>60309</del> <del>60318</del> <del>60320</del> <del>60378</del> <del>60396</del>	60'10"	9'6"	11'0"	12' Sliding	6

60300-60305 *BJ*  
*ED*

Rent:

Lessee shall pay to Lessor as rent, a sum equal to one hundred (100) percent of the total Revenues.

ITEL CORPORATION,  
RAIL DIVISION

HARTFORD AND SLOCOMB  
RAILROAD COMPANY

BY: *Edward M. De...*

BY: *G. J. Jordan*

TITLE: *President*

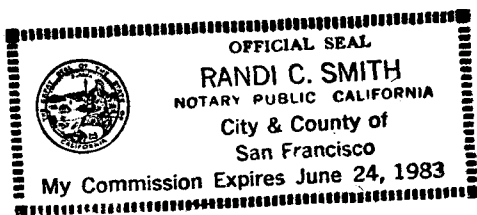
TITLE: *President*

DATE: *4-30-83*

DATE: *4-8-83*

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SAN FRANCISCO )

On this 3<sup>rd</sup> day of May, 1983, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Equipment Schedule No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Randi C. Smith  
Notary Public

STATE OF Alabama )  
 ) ss:  
COUNTY OF Houston )

On this 8 day of April, 1983, before me personally appeared L. F. Fischer III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocomb Railroad Company, that the foregoing Equipment Schedule No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joan Thompson  
Notary Public

